

EXHIBIT A

CAUSE NO. 2018-175

MCBRIDE OPERATING, L.L.C. § IN THE DISTRICT COURT OF
§
Plaintiff, §
§
vs. § RUSK COUNTY, TEXAS
§
EAST TEXAS OILFIELD PRODUCTION §
SERVICES, INC. §
§
Defendant. § 4TH JUDICIAL DISTRICT

MCBRIDE OPERATING, L.L.C.'S SECOND AMENDED PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES now, MCBRIDE OPERATING, L.L.C. Plaintiff and makes and files the following second amended petition and would show this honorable Court the following:

1.

Discovery Plan

Plaintiff intends to conduct discovery under Level 2 of the Texas Rules of Civil Procedure.

2.

Claim for Relief

Plaintiff seeks monetary relief over \$1,000,000.00.

3.

Venue

Venue is proper in Rusk County under Texas Civil Practice & Remedies Code section 15.002 because all or a substantial part of events or omissions giving rise to the

claim occurred in Rusk County.

4.

Parties

Plaintiff is McBride Operating, L.L.C. a Texas limited liability corporation.

Defendant East Texas Oilfield Production Services, Inc. is a Texas corporation, whose registered agent for service is Danny R. Kennedy, 866 CR 308, Henderson, TX 75654 or P. O. Box 985, Kilgore, TX 75662 or wherever he may be found. Service of citation has already been processed.

5.

Facts

Plaintiff MCBRIDE OPERATING, L.L.C is the owner of the McBride #1. Defendant, EAST TEXAS OILFIELD PRODUCTION SERVICES, INC., hereinafter referred to as "ETOPSI" was the oil and gas industry consultant. ETOPSI designed the injection well, engaged the drilling contractor, consulted with and advised the owner and the drilling contractor, decided the total depth of hole, decided on how deep to set the casing and was in control of the drilling operation. Plaintiff alleges that on or about October 25, 2017, Defendant, as consultant in the oil and gas industry, decided that the drilling on the McBride #1 was complete. The consulting services, product and work of the Defendant were negligent, breached various warranties and resulted in an occurrence that damaged the physical property of Plaintiff. Such occurrence and the resulting physical damage to tangible property of Plaintiff also resulted in a loss of the use of that

property.

Alternatively, the work or product of Defendant failed to fulfill the terms of the contract or agreement between Plaintiff and Defendant for Defendant's work product. As a result of this action, Plaintiff incurred damages in correcting the physical injury to tangible property and the loss of use of property created by Defendant.

Defendant caused various fluids, muds, and other substances to be injected into the wellbore. These substances reached the area near the geologic formation desired.

However, the negligence, breaches of contract and breaches of warranty by Defendant caused physical injury to the structures of the earth and prevent this wellbore from being used in the future to access the geologic formation properly. That is, the physical injury to the earth caused by Defendant has prevented the use of the wellbore.

6.

Causes of Action

The facts detailed above state a negligence claim against Defendant and said acts proximately caused the plaintiff's damages.

Alternatively, Defendant breached the agreement or contract between Plaintiff and Defendant.

Alternatively, Defendant breached its warranties under the Uniform Commercial Code and common law.

These damages exceed the minimal jurisdictional limits of this Court.

7.

Damages

Plaintiff specifically pleads that because the Defendant committed negligence it is entitled to recover general damages as well as special damages specifically but not limited to cost of repair, damaged physical property, loss of use, cost of replacement, loss of profits, loss of wages, benefit-of-the-bargain, out of pocket, loss of credit, loss of goodwill, and attorney fees from the Defendant in an amount found by the trier of fact.

8.

Pre- and Post-Judgment Interest and Costs

Plaintiff specifically pleads to recover pre- and post-judgment interest at the highest legal rate, and its costs of court, as provided by law.

9.

Jury Demand

Plaintiff hereby demands a trial by jury, and tenders the necessary fee.

10.

Conditions Precedent

All conditions, precedent to Plaintiff's claim for relief have been performed or have occurred.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that the Defendant be cited according to law to appear and answer herein and that after final trial, Plaintiff have judgment against the Defendant for its actual damages, as alleged and proven.

Plaintiff prays for the recovery of exemplary damage from the Defendant, in an amount found by the trier of fact.

Plaintiff prays for the recovery of its prejudgment interest and postjudgment interest at the highest legal rates, costs of court.

Plaintiff prays for such other and further relief, general or special, in law or in equity, to which it may prove itself to be justly entitled.

Respectfully submitted,

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By: 
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State Bar No. 00921090

ATTORNEY FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing has been provided to all counsel of record via the Texas Rules of Civil Procedure this 12 day of March, 2019.


Ron Adkison